

IN THE SENATE OF THE UNITED STATES.

JUNE 9, 1858.—Unanimously adopted, and ordered to be printed.

Mr. DAVIS submitted the following

REPORT.

The Committee on Military Affairs and the Militia, to whom was referred the resolution of the Senate of the 15th ultimo, to inquire into certain charges made by citizens of Iowa against Henry M. Rice, a Senator from Minnesota, having had the same under consideration, report:

That, under the authority of the resolution, they procured from the War Department and elsewhere papers exhibiting the facts in the case, and had before them twenty-two witnesses, who testified, under oath, as to the allegations made against Mr. Rice; and, after an examination of all the testimony adduced, they do not find that it sustains any allegation which imputes criminality to or arraigns the integrity of Mr. Rice; and, finding nothing in the developments of the investigation which, in the opinion of the committee, tend to disqualify him for a seat in the Senate, they herewith submit the record in the case, as a part of this report, and ask to be discharged from the further consideration of the subject.

RECORD OF THE COMMITTEE.

MAY 19, 1858.

Committee met; all present.

Mr. H. M. Rice was in attendance by invitation of the chairman of the committee, who also invited Mr. T. Davis, of Iowa, to attend, but he was not present when the committee organized. The chairman presented a letter from the Secretary of War, dated May 20, 1858, in reply to his letter of the 18th instant, requesting that officer to communicate to the committee anything on file in the War Office relating to the conduct of Mr. H. M. Rice, his agent for the sale of Fort Crawford reserve, not embraced in his report of the 13th April,

1858. [The Secretary replies, that there are no other papers on file in his department touching that sale beyond those communicated as above.] The chairman also presented a letter from Senator Harlan, covering copies of several communications on the subject of the sale of Fort Crawford, and an original petition of the pre-emptors of that land, which were not read.

Mr. Rice made a statement of the charges brought against him, and acknowledged them all as stated in the letters filed by Mr. Harlan, to the extent of having charged \$1 50 per acre for the lands sold to settlers on the reserve, and demanded the strictest scrutiny into his conduct.

The committee ordered summons to be sent to Hon. George W. Jones and James Harlan, Senators from Iowa, and Hon. T. Davis, of the House of Representatives, from the same State, also for the chief clerk of the War Department, to appear before the committee on Tuesday, 26th instant, at 9 o'clock.

Adjourned.

TUESDAY, *May 26.*

Committee met at 9 a. m. ; all present.

Hons. George W. Jones, James Harlan, and Timothy Davis appeared ; also, Mr. H. M. Rice and Mr. Drinkard, chief clerk of the War Department.

Mr. Harlan, on leave, filed the following extract from the Congressional Globe of the 13th instant, being an extract from the proceedings of the Senate of the 12th instant :

MR. HARLAN. Mr. President, the settlers on Fort Crawford reservation, in the State of Iowa, allege that they have been defrauded by Mr. Henry M. Rice, as agent of Hon. John B. Floyd, Secretary of War, in the sale of their claims as settlers on said reservation, namely :

1. That said Secretary of War instructed Henry M. Rice to sell to the settlers on said reservation their claims at \$1 25 per acre ; that said Rice required said settlers to pay for their claims at the rate of \$1 50 per acre, and receipted to them, on the payment of said \$1 50 per acre, for but \$1 25 per acre, and refused to receipt to them for the remaining twenty-five cents per acre received of them by him, as aforesaid.

2. That sundry cases in which settlers applied to said Rice for leave to enter their said claims, he referred them to his clerk, who charged them fees varying from ten to eighty dollars each, in addition to the said \$1 50 per acre, for leave to purchase their said claims ; that these fees were charged and received by the said Rice, corruptly, as said settlers believe, through the interposition of his clerk.

3. That said Rice negligently failed to give said settlers reasonable notice of the time of said sale, and thereby subjected them to the necessity of borrowing money, at enormous rates of interest, with which to purchase their said claims.

4. That said Rice defrauded one of said settlers of his right to purchase his claim, under the instruction of the Secretary of War, by surreptitiously securing from him a quit-claim to a part of the land embraced in said claim.

Mr. Drinkard, being duly sworn, stated—

That soon after the opening of the present session, Hon. George W. Jones and Hon. James Harlan filed certain papers in the War Department, of which he thinks those here presented by Hon. Mr. Harlan are copies. He believes these originals are now on file in the War Department. When the letter of the chairman of the committee was received at the department, the Secretary supposed that it did not refer to any papers received there subsequent to the sale, and this will explain the apparent inconsistency in the letter of the Secretary, which, however, is chargeable, not to the Secretary, but to this witness. Soon after Mr. Rice's arrival in this city he informed this witness that

he had sold the lands at \$1 50 per acre. He thinks he informed Mr. Rice that certain papers had been filed there by the Iowa delegation, and he showed Mr. R. a letter complaining that he had not made his report of the sale. It is the practice of the office to show to persons complained of what the ground of complaint is.

Cross-examined by Hon. Mr. Jones. Did you inform the Iowa delegation, when they called at your office, that the original papers filed by them, making certain charges against Mr. Rice, had been handed to him?

Answer. I have no recollection of having made that statement. The only paper to which I understood them to refer in their inquiry was one complaining that the report had not been made by Mr. Rice.

By Mr. Harlan. Has any final report of the sale of Fort Crawford reserve been made yet?

Answer. The printed paper communicated to the Senate by the Secretary, dated April 13, is a final report, as far as I know.

By G. W. Jones. Did I not, when informed by you that the original charges against Mr. Rice had been sent to him, say that it was an outrage to send these original papers to the accused?

Answer. You did not manifest any feeling that I now recollect, at being informed that I had shown Mr. Rice the letter above alluded to; I did not inform him of the existence of any other papers.

By Mr. King. Have all the papers connected with this matter been communicated to the committee?

Answer. There are no papers on file in the department which are not now before the committee, either as an original or as copy.

By Mr. Davis. When the Iowa delegation called, did they not ask to see all the papers on the subject, record and correspondence, and did you show us all?

Answer. I cannot definitely answer, but it is my impression I showed every paper inquired for; for such is my habit.

Mr. Harlan here stated that he had no legal testimony to offer. Some of his constituents charged that Mr. Rice had not acted fairly in the sale of the lands referred to; that no notice had been given them except two days; that no surveys had been made as stated by Mr. Rice; no monument had been erected, and that, outside of the extra charge of 25 cents per acre over and above the price of the land, for which receipts had been given, one of his constituents charged that he had been induced to sign a paper without a knowledge of its purport, and was afterwards surprised to learn that it was a quit-claim deed, though he was induced, when he signed it, to believe it was an application of some sort, and not a conveyance. Complicity was also charged against Mr. Rice with his clerk, in extorting unreasonable fees; that their certificates were withheld until these fees were paid; that Mr. Rice had no authority to exact fees.

The copies of letters and the originals, filed by Mr. Harlan, and others filed by Mr. Jones, were read as follows:

STATE OF IOWA, }
Clayton county, } ss.

We, whose names are hereunto subscribed, being first duly sworn, each for himself, do say: That they were settlers and pre-emptors on

what was called and known as the Fort Crawford reservation ; and that we were required, by the Hon. H. M. Rice, the agent of the War Department in the sale of said lands, to pay to him the sum of one dollar and fifty cents per acre for our claims ; and that in each instance he would execute, in return, a receipt for only one dollar and twenty-five cents per acre. We ask that the excess so paid be returned to us.

Dated this 4th day of January, A. D. 1858.

John Sanford, jr.
Daniel H. Wilson.
John B. Sypher.
Marion Ellsworth.
Wm. S. Withrow.
Samuel S. Phillips.
Almer Dickinson.
Herman Francis.
John Shipworth.
Patrick Kelley.
William Denny.
Henry Cain.
Thos. P. Hardwick.
Benjamin Contal.
David P. Hennings.
Micajah Foster.
Simeon Young.
John Knapp.
James Cummins.
Thomas Hamilton.

Martin Bery.
Peter Sandganger.
Patrick Geraghty.
Anthony Nolan.
Thomas Ormsley.
John Carroll.
William Carroll.
Nelson Knapp.
Guy Kinsley.
John Samuel.
Daniel C. Withrow.
John D. Samson.
Simeon Lawson.
John Hamilton.
Isaac Knapp.
Orsamus Canfield.
Wm. Cummins.
S. C. Ralph.
D. C. Vansickle.
Edward Dickens.

STATE OF IOWA, }
Clayton county. }

I, C. F. Remick, a notary public for the State of Iowa, duly commissioned by the governor of said State, residing in said county of Clayton, and having authority to administer oaths, do certify that the parties whose names are subscribed to the foregoing instrument did subscribe and make oath to the same, before me, on the 4th and 5th days of January, A. D. 1858.

[L. s.] Witness my hand and seal official, this 5th of January,
1858.

C. F. REMICK,
Notary Public.

McGREGOR, *January 18, 1857.*

SIR: Hon. H. M. Rice appeared in Prairie du Chien a few days since, as the agent of the government, to sell the Fort Crawford reservation in this county. Among the settlers, Solomon Wadsworth, an old settler of this county, was refused his land. The application in his behalf, I understand, has been sent to the Hon. Geo. W. Jones, from whom you can gather the facts. I believe the old man's claim is good, and that he is entitled to his land from his statement to me. I hope you will interest yourself in his behalf. I wish to call your attention to another matter. The settlers were required to pay \$1 50

per acre for their lands, whilst their receipts acknowledged the receipt of \$1 25 per acre. There has been a nice speculation made upon your constituents by some pure patriot, that calls for immediate investigation and redress. One of the settlers has told me that the agent of Rice told him, frankly, that the 25 cents per acre was a private speculation.

The case of the settlers has been a hard one. Rice told them last summer that they should have their lands at \$1 25 per acre, and reasonable notice of the time of sale, from four to six weeks. But they had only a few days' notice at this time of the sale, and such was the scarcity of money that they had to pay enormously for money; and where 25 cents is added, it makes their case a hard one.

Evidence establishing these facts will be sent to the War Department, care of you or Jones, in a very short time.

I hope you will give immediate attention to these matters. Jones, we suppose, will interest himself with you. All well.

Your friend,

R. NOBLE.

Hon. T. DAVIS.

McGREGOR, *January 1, 1858.*

DEAR SIR: Herewith, as the attorney of Solomon Wadsworth, a settler and claimant on the Fort Crawford reservation, opposite Prairie du Chien, who has been refused by the Hon. H. M. Rice, the agent of the War Department in the sale of those lands to the settlers thereon, the privilege of entering his land, and transmit to you his proof. Mr. Wadsworth is a poor man, and the course which Mr. Rice has seen fit to pursue surprises *all*. Mr. Wadsworth's claim is the most valuable of any on the tract. He has lived there, in quiet possession, for almost five years. Now, while his neighbors have obtained their lands by the payment of \$1 50 per acre, taking a receipt from Rice of only \$1 25 per acre, all he would give them, Wadsworth was denied the privilege of entering his at any price. His friends all advise him to put the matter in your hands; and we all believe that you will see justice done him.

The settlers are now engaged in giving in their testimony to the fact that Rice received a bonus of 25 cents per acre on every acre sold, and as soon as the proof is perfected, which will be in a few days, it will be forwarded to you. They had only three days' notice of the sale, and many of them were compelled to pay 60 and 80 per cent. for money to enter with.

With very great respect, I am yours,

JEDEDIAH BROWN.

Hon. GEORGE W. JONES,
United States Senate.

McGREGOR, *January 1, 1858.*

DEAR SIR: On the 30th of December Hon. H. M. Rice appeared at Prairie du Chien as the agent of the government to sell the Fort Craw-

ford reservation, lying near this town, in this county. He announced to the settlers that they should have their lands at government prices. Among those settlers is a man by the name of Solomon Wadsworth, an old resident of the county, who settled upon and improved three fractions, the numbers and descriptions of which you will see by the papers sent you by him. Mr. Rice refused to let him have his land upon the terms allowed other settlers. Mr. Wadsworth has the sympathy of the settlers here; and you will be conferring a favor upon a very respectable constituent of yours, and, in my opinion, will be subserving the cause of justice and right, in espousing his cause. There is another matter I wish to call your attention to. The settlers were compelled to pay \$1 50 per acre for their lands, whilst their certificates were for \$1 25 per acre.

These facts I gather from the settlers themselves, and am informed that abundance of evidence to establish the fact will be sent you in a few days. I submit, sir, that in this matter *scull duggery* has been practiced upon the settlers that calls for redress. If the settlers were entitled to enter their lands by pre-emption, they were entitled to them at \$1 25 per acre. Some one has made a *nice speculation*. The condition of the settlers has been a hard one. They were required to borrow money at extraordinary rates of interest to pay for their lands, and when twenty-five cents per acre is demanded for the privilege of entering their lands, it becomes a hard case indeed. I am perfectly satisfied that *rascality* has existed *somewhere* that demands investigation. I hope you will interest yourself in behalf of the objects stated in this letter.

Your friend,

REUBEN NOBLE.

Hon. GEO. W. JONES,
United States Senate.

STATE OF IOWA, }
Clayton county, } ss.

I, Solomon Wadsworth, of the county of Clayton and State of Iowa, the head of a family, and a citizen of the United States, do solemnly swear that I am a claimant to fractions numbered one, two, and three, of section numbered fifteen, in township numbered ninety-five (95) north, of range numbered three (3) west, included in the reservation for Fort Crawford; and that on or about the 1st day of November, A. D. 1854, I settled upon said tract, erected on the same a dwelling-house, 15 feet by 18, one story high, containing one window, one door, good floors, roof, and complete in every respect, for the accommodation of my family, in which I have resided with them from the date of my settlement to the present time; that I have twenty acres under fence, and from twelve to fifteen acres under cultivation on the said tract; that I made the settlement in good faith, and for the purpose of a farm for myself, and not for speculation; that I am not the owner of three hundred and twenty acres of land in any State or Territory in the United States; and that since the date of my settlement on said

tract, no other person has resided on either of said lots, or cultivated any *portion* of the same; that, on the 30th day of December, I made an application to the honorable H. M. Rice, acting as the agent for the sale of said lands, to enter said tract by pre-emption, who refused to permit said entry to be made, and informed this affiant that his application must be made to the *Secretary of War*, and not to him, the said Rice. In pursuance of said direction, the undersigned hereby makes application to enter said tract of land by pre-emption, at one dollar and twenty-five cents per acre; and further states that he has never had the benefit of any pre-emption under the laws of the United States.

SOLOMON WADSWORTH.

[L. s.] Sworn and subscribed before me, this first day of January,
A. D. 1858.

OLEY HULVERSON,
Notary Public.

STATE OF IOWA, }
Clayton county, } ss.

Alexander McGregor, of the county of Clayton and State of Iowa, of lawful age, being duly sworn, deposes and says that he is well acquainted with Solomon Wadsworth, and with the location of lots numbers one, two, and three, of section number fifteen, in township number ninety-five north, of range number three west, in the reservation for Fort Crawford; that the said Wadsworth is the head of a family; that he has been in the undisputed possession and occupancy of the said lots since the first day of November, A. D. 1854; that at that time he had a good habitable dwelling on the same, in which he has continually resided to the present time; that he has about twenty acres under fence, and from twelve to fifteen acres under cultivation on said tract; that he has heard the affidavit and application of the said Wadsworth, hereunto attached, read, and believes the contents thereof to be true; that on the thirtieth day of November, A. D. 1857, he was present with him when he made application to the honorable H. M. Rice, the agent for the sale of said lands, to enter the same by pre-emption, and was directed by the said Rice to make his application to the Secretary of War.

ALEXANDER MCGREGOR.

Sworn and subscribed before me, this first day of January, A. D. 1858.

C. F. REMICK,
Notary Public for Clayton county, Iowa.

STATE OF IOWA, }
Clayton county, } ss.

I, Edward Dickens, of lawful age, being duly sworn, do depose and say that I am acquainted with Solomon Wadsworth, and with the

location of lots one, two, and three, in section number fifteen, township ninety-five, range three west ; that I have read the foregoing affidavit by Alexander McGregor, and believe the same to be true.

EDWARD DICKENS.

Sworn and subscribed, this first day of January, A. D. 1858.

C. F. REMICK,

Notary Public for Clayton county, Iowa.

STATE OF IOWA, } ss.
Clayton county, }

I, Edward Dickens, one of the settlers on the Fort Crawford reservation, do solemnly swear that, on the 30th day of December, 1857, I made application to the Hon. H. M. Rice, to enter, by pre-emption, my claim on said reservation, amounting to 160 acres ; that he demanded and received from me one dollar and fifty cents per acre, and refused to let me have my land for any less price ; and that when the said amount was paid, that he would not give a receipt for only two hundred dollars ; that all the settlers who purchased their lands on the reservation by pre emption, were required to pay the one dollar and fifty cents per acre, and in each instance the receipt given for the money so paid was at the rate of ten shillings per acre only. I ask that the excess may be returned to me.

EDWARD DICKENS.

Sworn and subscribed before me, this first day of January, A. D. 1858.

C. F. REMICK,

Notary Public for Clayton county, Iowa.

SENATE CHAMBER,

Washington, January 8, 1858.

SIR: We beg leave, very respectfully, to call your attention to the accompanying papers, which we have just received, relative to the sale of the reservation made for Fort Crawford, and which reservation lies within the limits of Clayton county, in Iowa. The papers are, a letter from Jedediah Brown, esq., attorney for Solomon Wadsworth, who claims the right to enter, or to purchase, as other settlers on said reservation have been permitted to do, the tract or tracts of land upon which he (Solomon Wadsworth) now resides, and upon which he has made valuable and *bona fide* improvements.

The facts set forth in the affidavit of Mr. Wadsworth, as to the occupancy, improvement, &c., of the land in question are, we think, well sustained by disinterested persons, to wit: Messrs. Alexander McGregor, Edward Dickens, Hon. Reuben Noble, (late speaker of the house of representatives of Iowa, &c.,) and Jedediah Brown, known to us as men of character and veracity. We hope that you will permit Mr. Wadsworth to pay for his land at the rate of one dollar and twenty-

five cents per acre, and that you will authorize some person other than Mr. Rice to make a deed to him for the property in question.

The affidavits of Messrs. Wadsworth, Dickens, and other statements, show that the settlers have been made to pay Mr. Rice twenty-five cents per acre *more* than they should have been required to pay. We, therefore, as the representatives of the settlers interested, request that you will take immediate steps to have refunded to those poor settlers, our constituents, the sums paid by them over and above the value of the land, or what they have been given receipts for by Mr. Rice.

We beg your early attention to this subject, and to the sales to the actual settlers on the reservations at Forts Atkinson and Kearney, in Iowa, and that they may be permitted to purchase at the rate of one dollar and twenty-five cents per acre.

Very respectfully,

GEO. W. JONES.
TIMOTHY DAVIS.

Hon. JOHN B. FLOYD,
Secretary of War.

McGREGOR, *January 11, 1858.*

DEAR SIR: Herewith I transmit to you the petition of a portion of the settlers on the Fort Crawford reservation, who consider that they were not well used by the Hon. H. M. Rice in the sale of said lands, and have to request that you will make such disposition of the petition as, in your judgment, will best subserve the interest of the parties who consider themselves aggrieved.

Hoping to hear from you in their behalf, I am, very respectfully, your obedient servant,

JEDEDIAH BROWN.

Hon. GEORGE W. JONES, *U. S. Senate.*

McGREGOR, IOWA, *May 19, 1858.*

MY DEAR SIR: The Globe, containing Rice debate, received on yesterday. I am not particularly acquainted with the facts, but "General Rumor," that knowing officer, says Hon. H. M. Rice cannot be successfully defended in the Fort Crawford case. There is a stiff prejudice against him here.

That he sold at \$1 50 and receipted at \$1 25 is palpable, and there are men who say there is no doubt of his having permitted his secretary (Dr. —) to accept cash presents amounting to \$50 and \$80 for the privilege of entering claims. Just now I am on board the Northern Belle, bound to Guttenberg, and I can scarcely write a readable letter, but you will excuse the chirography.

I am obliged to you for various public documents.

Very respectfully, yours,

A. P. RICHARDSON.

Hon. GEORGE W. JONES,
U. S. Senate, Washington, D. C.

MAY 19.

DEAR SIR: Yours received. I have noticed the debate, but had made a paragraph before your enclosure came to hand. That man will find "Jordan a hard road to travel" before he gets done.

In haste, yours,

R.

I will report to you shortly.

FORT CRAWFORD.—Minnesota's admission into the Union, and the swearing in of her congressmen, took place on the 10th. Rice drew the long senatorial term, Shields the short one; Rice runs till 1863, Shields till 1859. Mr. Harlan, of Iowa, presented charges against Mr. Rice, made by citizens of Iowa. One of the charges is, that Rice, while acting for the War Department in the sale of Fort Crawford reserve, near McGregor, Iowa, received \$1 50 per acre of the settlers, and receipted to them for only \$1 25. Mr. Rice indignantly repelled the accusation, and demanded an immediate investigation.

If the settlers hereabouts tell the truth (and they are unanimous on the point) Senator Rice will find this subject extremely unpleasant before he gets through with it. That the settlers were charged \$1 50 by Mr. Rice is too notorious to be successfully denied. We believe they will yet have the extra charge refunded by the War Department.

MAY, 1858.

McGREGOR, IOWA, *April 20, 1858.*

DEAR SIR: I wrote you yesterday on board the Northern Belle. I have learned to-day that certain parties in the interest of Hon. H. M. Rice have circulated a petition among the Fort Crawford settlers to the effect that they are well satisfied with the sale at \$1 50, and that the government will perfect their titles. This petition was signed by fifteen or twenty settlers, under the impression, sedulously and falsely made, that the War Department was about to break up the sale, and put the land in market to the highest bidder. I have just conversed with two of the frightened settlers, and write you now that Mr. Harlan, yourself, and others who are looking after Mr. R., will be upon your guard.

Mr. Rice owns some of this land, to the prejudice of actual settlers. I will write you again in a day or two.

Very truly, yours,

A. P. RICHARDSON.

Hon. G. W. JONES.

Messrs. Jones and Davis both here reiterate that they were informed by the chief clerk of the War Department, when they applied to him for the papers they had filed, that they had been handed to Mr. Rice; and Mr. Jones stated the fact to show that it was, therefore, not necessary to inform Mr. Rice of these charges, as he had, as he was informed, been notified of them by the War Department.

(Mr. Rice stated positively that he had never seen the papers until after they were presented in the Senate.)

They gave the names of several witnesses whom they wished to have summoned.

Mr. Rice also requested that certain witnesses be brought here from Prairie du Chien, and preferred to have the witnesses here to sending out interrogatories.

The committee, upon a free consultation, determined to enter upon an examination of these charges, and to summon the witnesses, as follows:

For Mr. Rice: W. K. Mehaffy and John W. Jones, of Washington, D. C.; H. L. Dousman, B. W. Brisbois, H. H. Hall, Ira B. Brunson, E. W. Pelton, and A. Pelton, of Prairie du Chien.

For the accusers: A. P. Richardson, H. S. Granger, Solomon Wadsworth, Jedediah Brown, R. Noble, and Alex. McGregor, of McGregor, Iowa.

The special messenger reported that he had also summoned B. E. Hutchinson. Wm. S. Withrow, B. F. Spalding, and S. C. Ralph, of McGregor, Iowa, were also presented as witnesses, and testified before the committee; they were presented by Hon. T. Davis.

The following letter was received from the Secretary of War, and filed:

WAR DEPARTMENT,
Washington, May 31, 1858.

SIR: I have had the honor to receive your letter of the 28th instant, enclosing one from the Hon. Timothy Davis, in which he suggests that a detailed statement of the expenses incurred by the Hon. Henry M. Rice in the sale of Fort Crawford be obtained, to aid in the investigation of the charges against that gentleman, and, in reply, enclose herewith a copy of the account of sales of that property received from him.

Mr. Rice, on his arrival here, in January, informed me that he had sold the land for \$1 50 per acre. He paid over the money, as directed by me. I have not yet had the proper evidence before me by which to judge of the contested case of pre-emption. Mr. Rice has not filed his accounts of expenses, for the reason that he has not received all of his vouchers. The price of his services has not been definitely fixed upon. My constant occupation and his own official duties have, up to this time, prevented a final adjustment and settlement of the business. The letter of Mr. Davis, enclosed by you, is herewith returned, agreeably to your request.

I am, sir, very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. JEFFERSON DAVIS,
Chairman Committee on Military Affairs, U. S. Senate.

Enclosed in the above communication was a list of the pre emptors, description of their location, quantity purchased by each one, and aggregate amount, 7,307.10, at \$1 50 per acre, \$10,960 61.

The witnesses were examined separately and apart, and their testimony is as follows. Solomon Wadsworth did not appear until the 7th June, after the testimony had closed, and was not sworn.

A. P. Richardson, being duly sworn, stated that he has resided at McGregor, in Iowa, for the last two years, where he is the editor of the North Iowa Times. That he is acquainted with some of the settlers on Fort Crawford reserve; knows them mostly by name, but cannot say how long they have resided there. Knows nothing about the surveys of these lands prior to the sale of them by Mr. Rice, although he was informed by Mr. Hall that he had made such an examination of them as to be able to understand them. The notice of the first sale was inserted in the newspapers some time before the sale, and attention was called to it editorially. Has no knowledge of the prices at which the land sold, except from rumor; his whole knowledge of this subject is from rumor. Did not know Mr. Rice before he came here. Has heard some of the settlers complain that they did not expect to pay over \$1 25; this dissatisfaction was doubtless increased by the scarcity of money at that time. Don't know that the notice of sale was also published in handbills; presumes the notice was of the usual kind, stating time, place, &c. There is no other paper published at McGregor besides his own.

A. P. RICHARDSON.

JUNE 2, 1858.

B. W. Brisbois, having been duly sworn, stated that he had been a resident of Prairie du Chien nearly fifty years; knows all the settlers on the Fort Crawford reserve; notice of first sale was given, but does not recollect the particulars of it. The attendance was much larger than I expected; was in front of the court-house. There was no combination; the bidding was spirited, and the land sold well, considering the times. At the close of the first sale, Mr. Rice gave notice that he would try to have the price of their lands fixed as low as possible, and that he would give them further notice, or as much as he could of the second sale, and to be prepared to meet him. The settlers cheered him at the end of his speech. Letters were received from Mr. Rice about the 19th December, directing notice to be given to the settlers that the sale would take place on the 25th. The notice was immediately given by sending by Mr. Hall to each settler's house. Notice was adequate; the settlers had ample time to attend; there was no chance for collusion; the room was full of settlers; the land was sold for \$1 25 per acre, to which 25 cents per acre was added to cover expenses of survey, advertisement, &c. Receipt was given for \$1 25, but the settlers fully understood the object of the extra 25 cents. One or two might have complained, but Mr. Rice satisfactorily explained it. If the settlers had been required to go to the land office and prove up their claims, it would have cost them \$1 50 in that way. The lands had previously been surveyed by the government. Mr. Rice required Mr. Hall to go over it again and to prepare a map, so as to have an exact view of the land and improvements. The map was very complete. It was exhibited to the settlers, and they were seen pointing out their claims upon it. No douceurs were given to anybody. Mr. Rice sent down an express at the same time he wrote. The letter arrived first, and Mr. Hall had been sent to give notice when the express arrived. Mr. Hall was sent over about the 19th,

and the sale was on the 28th and 29th. The settlers came in on the 25th, and waited with some impatience for Mr. Rice's arrival.

B. W. BRISBOIS.

B. W. Brisbois being recalled, sated : Mr. Rice has a small claim on the three fractions adjoining the reserve, entered before the reservation was placed there. Mr. Rice purchased second-handed, and got an interest there while he was trading with the Indians. He expended \$9,000 there, and never has had any return. The wood alleged to have been cut by Ralph was on the land adjoining the reserve. The land claimed by Ralph is the same I claimed, and bought it at the second sale. Saw Ralph at the first sale ; he made no attempt to prove up his claim before Mr. Rice, although this witness offered to help him, without knowing what land he was on or what he claimed. Graves' claim was purchased for \$100 about two years ago for me. Ralph went on the claim afterwards ; don't know about what time. The land sold to the settlers was worth \$15 to \$20 per acre.

B. W. BRISBOIS.

John W. Jones, being duly sworn, stated that he was a resident of Ohio ; was not at the second sale. He was informed by the surveyor that the forty-acre lots were all looked over before the sale ; the first sale was open and fair ; there was no combination ; the settlers were all present ; heard of the sale at St. Paul some time before it occurred ; don't know what notice was given ; I heard of it, three hundred miles off ; settlers expressed themselves well satisfied with all Mr. Rice did. Mr. Rice told them he did not know how soon the department would notify him, and they must be in readiness with their money. Some of the settlers were willing to pay \$2 50 per acre if they could get their lands at once, as they saw the other lands sell so much higher. Know nothing of the second sale.

J. W. JONES.

H. L. Dousman being duly sworn, stated that he was a resident of Prairie du Chien ; that he knows most of the settlers on Fort Crawford reserve, and knows when they settled there. Mr. Rice wrote to him to have the whole tract surveyed in forty-acre pieces, and to report the names of the occupants, &c. He employed Messrs. Brunson and Hall to do so. They surveyed it with chain and compass, following the old survey marks. One of these was the United States surveyor, who surveyed the lands originally. Notice of this sale was published in May ; it stated the day and hour of sale. He inserted the notice himself. The lands not claimed by pre-emptors were sold at auction at three to four dollars per acre. The other was sold to settlers at \$1 50 per acre. No fees or other charges were paid by the settlers over \$1 50 per acre to Mr. Rice, or to any clerk or agent of his. There were no secret fees. Never heard the charge till he arrived here. Never heard of it at home. When the survey was completed, with it a list of settlers was furnished as a guide to the sale. When two or more persons claimed the same land, Mr. Rice required them to settle the dispute among themselves, and stated if they did not do so he would

not interfere, but would refer the whole matter to the War Department. Don't know that any man's claim was reduced. The notice of the second sale was sufficient; the surveyor, who knew everybody, was directed to go to every house and notify them individually. The claimants were all present at the sale, and if any dispute arose, the sale was postponed, and the facts reported. When after the first sale Mr. Rice announced the arrangements for the second, the settlers all seemed satisfied, and cheered Mr. Rice at the court-house door. The public sale was in May last, the second sale in December. For the first sale from one to two weeks' notice was given. It was open and fair in the street. There were no combinations that I could discover. In addition to the newspaper notice, handbills were also circulated, in which it was stated that no lands then occupied should be sold, except to the settlers, and that if any combinations should be discovered there would be no sale. Some of the settlers applied to me to borrow the money to buy their lands, and a few complained at the additional twenty-five cents; but when they saw that they got the best of the lands at \$1 50, while others had to pay \$4 per acre, they were satisfied. In May Mr. Rice notified the settlers that they must be prepared with the money to pay for their claims at any moment they might be called upon. All the settlers had ample notice. Mr. Rice wrote, and sent an express, but did not arrive for two or three days after the day fixed, and the settlers seemed impatient for Mr. Rice's arrival. The expressman brought letters from Mr. Rice ordering notice to be given to the settlers to be ready; but the notice had been previously given. Settlers who had not the money ready were informed that they should not have their lands sold to others; they would be kept for them. Both sales were well attended; at the second sale the room was very full. Mr. Rice was not in the same room, but papers were taken to him to be verified and signed when filled up by his clerks. The notices of both sales were full, ample, and sufficient, and all the settlers were in attendance.

H. L. DOUSMAN.

E. W. Pelton, being duly sworn, stated that he is a resident of Prairie du Chien, and has been so for 19 years; is well acquainted with the settlers on Fort Crawford reserve; was at both sales. At the conclusion of the first sale, Mr. Rice gave public notice to the settlers that they must be ready upon his return to pay for their claims. The sale in May was open and fair; there was no combination among the buyers. The second sale was equally fair and public. The room in which the money was paid and receipted for was open to all, and crowded. \$1 50 was paid for the land, including all expenses of sale. Some of the settlers complained a little that they were not able to pay. It was fully explained to them that the extra 25 cents was to defray expenses; but there was no other extra charge, nor was there even a rumor until lately. It was generally expected that the second sale would take place when Mr. Rice would be on his way to Washington. Indeed, for a year past the sale has been looked for; all expected it sooner or later. Thinks a general satisfaction prevailed

among the settlers until influenced by other interested persons who were disappointed in some of their expectations.

E. W. PELTON.

Ira B. Brunson, being duly sworn, testified that he resides at Prairie du Chien; is a land agent, surveyor, recorder of deeds, and county judge. Has been engaged in surveying for 22 years. Originally surveyed the lands of Fort Crawford, on the Iowa side. The lots sold to the claimants were run out and examined by Mr. Hall, who was occupied several days in the work with chain and compass. Have no knowledge that the surveys were actually made, not being present. Considerable notice was given of the time and place of sale; was present at them. The attendance was large. At the second sale the room was open and crowded by persons interested and others. There was no privacy between the settlers and the clerks; all was done openly and fairly. The settlers paid \$1 25 per acre for the land, and 25 cents extra to defray the expenses of sale, which was plainly stated to the settlers at the time. Nothing more than \$1 50 per acre was paid in any case to Mr. Rice or to his clerks by anybody. Legal fees were paid to Mr. Hall and myself for our services by two of the claimants for settling a dispute between them. Mr. Rice, nor his clerk, Mr. Mehaffy, had any knowledge of this. A quarter section was claimed by two persons. Both wanted it, and only one could have it. They called upon Mr. Hall and myself, as attorneys, to adjust their difficulty, and they proposed to pay us for our services. The man who had already one quarter section agreed to yield to the other on certain conditions. For this settlement we received the amount they proposed to give us for our services.

The surveyor made an examination and survey of the land, and stated all the improvements thereon. Mr. Hall received about \$300 for surveys and other services at both sales. Settlers had nothing more to pay than \$1 50 per acre; and this was near what it would have cost them if they had had to go to the land offices either with their proof or with their witnesses to prove up their pre-emptions under act of 1841, pay for surveys, plats, &c. Every disposition was shown to accommodate the settlers; they had every facility afforded them. There seemed to be some little misunderstanding that they were to pay \$1 50 per acre instead of \$1 25, and this was encouraged by some disappointed persons; but the majority of the settlers appear to be satisfied now. A paper was sent around among the settlers, and pretty generally signed; knows of no inducements held out to get signers. There is some anxiety among the settlers to be quieted in their titles; and there were rumors that the sale is to be set aside and the land sold over again. Mr. Rice informed the settlers at the time of the sale, and publicly, that 25 cents additional would be charged to defray expenses. Mr. Rice did not bias or influence any settler. Wadsworth was the only one who, having rights, did not avail himself of them; but he was induced by some one to take his money back.

IRA B. BRUNSON.

A. Pelton, being duly sworn, stated that he has been nineteen years a resident of Prairie du Chien, and knows most of the settlers on Fort Crawford reserve. First sale was in May, second in December, 1857. At first sale Mr. Rice notified the settlers to be in readiness; that he would give them notice before the next sale, and notice thereof was given. Before the second sale it was rumored for some time that fifty (50) cents would be added to the dollar and a quarter, in order to cover all expenses of the sale, including surveys, notices, &c. On the day of sale it was announced that only (25) twenty-five cents were to be added, which was generally satisfactory, except in one or two cases. Mr. Rice himself explained that this excess was to cover expenses, and they all seemed to assent to it. *All things considered*, it was about the same for the settlers to pay this extra (25) twenty-five cents as to go to the land office, prove up their claim, lose their time, &c. It was rumored by some that Alexander McGregor had influenced others, since the sale, to feel dissatisfied. Do not know where Mr. Wadsworth lives, but think on the reserve, or near it. It is due to Mr. Rice, and to his clerk, Dr. Mehaffy, to state, that they did not charge any extra fee for their services over the dollar and a half, and that no rumors thereof were heard till to-day by me.

A. PELTON.

H. H. Hall, being duly sworn, stated that he was a surveyor and land agent, and had been about three years a resident of Prairie du Chien; knows the settlers on Fort Crawford reservation. The lots on the reserve were surveyed by him with compass and chain when necessary. Went over the whole tract, so as to know where every improvement was. Inquired from the settlers about their neighbor's claim, and took their statements. Was employed upon the work about four days in the field. The tract extends three miles north and south, and about six miles east and west. Examined over 7,000 acres timbered and prairie land. Notice of the sale was published, and handbills were circulated among the settlers.

Any lot offered at the first sale which was claimed by a settler, was withheld from public sale. Mr. Brisbois sent this witness to notify the settlers, which was done by calling upon many of the settlers, and sending word to the others. Mr. Rice arrived at Prairie du Chien on the 27th December—time of second sale. Was paid by Mr. Rice for one survey, and by Dr. Mahoffey for the other. Thomas P. Hardwick claimed 320 acres, but another man claimed one-half of it. These parties disputed each other's claim, and would not meet and settle their difficulty. They offered to pay if a settlement could be made; and Mr. Brunson and this witness brought about a compromise, and were paid for their services and for the use of the purchase money which was advanced, in part, by this deponent; they received \$80 from one, and were to receive \$80 from the other. The notice to the settlers of the second sale was given about three or four days before the 25th December; it was sent over by Dousman and Brisbois, at the request of Mr. Rice.

Witness, being recalled, stated, that having purchased Wadsworth's claim, Alexander McGregor intimated that those papers of Wads-

worth would be worth \$100 to him. Wadsworth originally claimed only lots 2 and 3, sec. 15, s. 95, r. 3, w., but, after he had sold his pretended claim to witness, desired to have his money refunded which he had paid for lots 2 and 3. Mr. McGregor also demanded the money, and by an order from Mr. Rice the certificate was cancelled and the money refunded. Found no improvements on Wadsworth's claim, except on lot 3; consisted in a log house and field; do not know who lived in it.* Lot 1 is bounded on the east by the Mississippi river; no town site; about two miles from the village of McGregor. Wadsworth relinquished his claim to lot 1 before the second sale took place. Have been informed that McGregor owns 5,700 acres adjoining the reserve, on the south. McGregor acted at the sale for Wadsworth. Would, no doubt, have been perfectly content but for McGregor.

H. H. HALL.

H. H. Hall (recalled) stated that the receipt produced was given to him by Hillis to show that \$6 was due this witness, and was not retained before delivery by Spaulding, with his memorandum on it. Hillis had borrowed the money from him and left (delivered) his certificate in pledge for it. The certificate was of no value to anybody but to Hillis. Mr. Rice had no knowledge of these negotiations; they were entirely between Hillis and this witness. Never saw Mr. Rice before the first sale, to the best of my recollection; and then not again until the second sale. First heard of the extra twenty-five cents after the survey. Had no authority from Mr. Rice to retain the certificate. He knew nothing about it. In May, several of the settlers offered to pay \$2 50 per acre for the land if they could get it then.

H. H. HALL.

H. H. Heath, being duly sworn, testified that he had no personal knowledge with the matters now under investigation; his connexion with it was altogether after the sales.

He was clerk to one of the committees of the Senate, and as such assisted Hon. Geo. W. Jones in his correspondence, &c. General Jones received several letters from McGregor, in Iowa, in which it was charged that Hon. H. M. Rice had received \$1 50 per acre for certain lands sold of the Fort Crawford reserve, and had given receipts to the purchasers for only \$1 25. He made copies of said letters, the originals or copies of which I returned to General Jones. The copies or originals were sent to the War Department, addressed to the Secretary of War, about the 20th of January, 1858. Don't know where the originals now are. The copies exhibited to me are in my handwriting.

H. H. HEATH.

Dr. W. K. Mehaffey, being duly sworn, stated:

That, on the 20th day of December last he was sent by the Hon. H. M. Rice from St. Paul, Minnesota, to Prairie du Chien, Iowa, to inform the settlers upon Fort Crawford reserve that the sale would take place on the 25th of that month. Upon my arrival I was informed

that the notice had been given. Mr. Rice did not arrive until the 28th. I had been instructed to notify the settlers that they would be charged \$1 25 per acre for the land, and 25 cents additional to cover expenses of every kind. This additional sum was fixed upon by Mr. Rice, after consultation with many persons, some of whom thought that as much as 75 cents should be the extra charge instead of 25; heard no complaints by the settlers, but they all seemed well pleased except one or two persons whose claims Mr. Rice would not recognize, as their rights were disputed. Mr. Hall, the surveyor, received the money from the claimants; he was paid \$200 for his services in the second sale; \$10,000 were paid over to the Indian agents and \$8 25 were paid for printing; thinks the settlers would have had to expend more than the 25 cents extra which they did pay, if they had been obliged to go to the land office and prove up their claim in the usual way. I know of no money, beyond \$1 50 per acre, having been received by Mr. Rice or by his clerks, or by any one else, for him or for them. The Secretary of War has not yet decided what is to be the compensation of those employed in making the sale; but these and all other expenses are to be covered by the fund made by the extra 25 cents per acre. In each case the receipts given to the settlers showed that they had paid \$1 25 for the land and 25 cents for expenses.

WM. K. MEHAFFEY.

Jedediah Brown, being duly sworn, stated:

That he resided at McGregor, Iowa, for two years past; knows most of the settlers on Fort Crawford reserve; knows nothing of a survey of these lands; was not at the last, but was at the first sale; did not hear any public notice then given of the second sale by Mr. Rice or by his agent, and don't know that any such notice was given; was called upon by some of the settlers to draw up a petition to the War Department for return of excess. [Here introduced and read the affidavit of Samuel C. Ralph and Micajah Foster.] Don't know when Ralph tract was sold. Alexander McGregor gave me these papers to-day. I am not the attorney at present to prosecute this case for McGregor or Wadsworth; did draw up some papers for them; was in Washington last winter upon business not connected herewith; does not, of his own knowledge, know that more than \$1 50 was paid in any instance by a settler for his land; did not hear Hall admit anything about it.

JEDEDIAH BROWN.

STATE OF IOWA, }
Clayton county, Mendon township, } ss.

Your deponent, Hercules L. Dousman, being duly sworn, deposes and says, that one — Ralph, as he verily believes, has been and is guilty of the crime of wilfully committing a trespass, by cutting down timber in April, 1858, to wit: fifty trees standing and growing on the lands of Hercules L. Dousman, B. W. Brisbois, and Henry M. Rice, lying in the township of Mendon, in Clayton county, and State of Iowa, contrary to the statute in such cases made and provided, and

against the peace and dignity of the State of Iowa ; and further depo-
nent saith not.

H. L. DOUSMAN.

Taken, subscribed, and sworn to, before me, this 27th day of April
A. D. 1858.

THOMAS ARNOLD,
Justice of the Peace.

STATE OF IOWA, *Clayton County :*

Samuel C. Ralph, of the township of Mendon, in the county and State aforesaid, being duly sworn, deposes and says: "That since the month of October, A. D. 1856, he has resided on the Fort Crawford military reservation, in the county and State aforesaid ; that, on or about the 25th of October, 1856, he claimed and improved the south-west quarter of the northwest quarter and the west half of the south-west quarter of section number three, and the northwest quarter of the northwest quarter of section number ten, all in township number ninety-five north, of range number three west, of fifth principal meridian, and has continued in possession of said lands and improved the same from that day to the present time, and has resided thereon with his family ; that, on the 28th of December, A. D. 1857, he applied to H. M. Rice, at his office in Prairie du Chien, in the State of Wisconsin, to enter said lands ; that, at the time of making the application as aforesaid, he was told, by the said H. M. Rice, that Mr. H. L. Dousman claimed said lands, and that he would not sell any lands that were in dispute ; that he would not sell said lands to either of the above named applicants, and would refer the matter back to the War Department ; that afterwards, to wit, on or about the 28th day of December, 1857, the said Samuel C. Ralph made and sent on his application, in writing, to the Secretary of War, at Washington city, for said lands ; that he has not received an answer to said application, or heard any thing from the Secretary of War aforesaid, in relation thereto ; that, on or about the 10th of April, A. D. 1858, Henry H. Hall, a gentleman who acted as H. M. Rice's agent in the sale of the lands embraced in the said Fort Crawford reservation, came to affiant, at his home on the lands above described, and said that he was sent and hired by Mr. Dousman to notify said affiant, Samuel C. Ralph, to quit and leave said claim and premises ; and that Mr. Dousman had said that, if the said Samuel C. Ralph did not leave said lands, he would "put him (said affiant) through ;" and that Dousman wanted to put another man on said lands ; and also, as agent of the said Dousman, notified affiant to quit cutting timber, and to leave said lands immediately ; that, on the 27th day of April, A. D. 1858, the said H. L. Dousman made and filed in the office of Thomas Arnold, a justice of the peace for the county of Clayton, and State of Iowa, in Mendon township, the affidavit hereto annexed, and made a part of this statement ; that the said affiant, Samuel C. Ralph, is the identical person against whom the complaint of the said H. L. Dousman, in said affidavit, was made ; and that the aforesaid justice of the peace, Thomas Arnold, afterwards, to wit, on the 27th day of April,

A. D. 1858, issued a warrant for the arrest of the said affiant, Samuel C. Ralph; and that the said affiant was afterwards, to wit, on the 29th day of April, A. D. 1858, arrested and brought before said justice of the peace for an examination before said justice of the peace on the complaint and for the crime charged in and by the aforesaid affidavit of H. L. Dousman. And affiant further states that the complaint of H. L. Dousman, in said affidavit, was made against affiant, as he verily believes, for cutting timber on the lands above described, as claimed and occupied by said affiant, Samuel C. Ralph. And affiant further states that the only timber which he cut in the month of April, A. D. 1858, was cut on the aforesaid lands so occupied and claimed by him. And affiant further states that since his settlement on the aforesaid land, so claimed, &c., in the month of October, 1856, he has had the exclusive possession of said claim and lands; and that the said H. L. Dousman has not, during any portion of that time, resided thereon, nor occupied any portion thereof; and that said H. L. Dousman has not resided, during that time, on any portion of the said Fort Crawford reservation, but, as affiant verily believes and is informed, the said Dousman has, during the whole of that time, resided at Prairie du Chien, in the county of Crawford, and State of Wisconsin. And affiant further states that, during the time that he has resided on said lands, so claimed by him as aforesaid, H. M. Rice and B. W. Brisbois have not occupied or resided upon any portion thereof; but that during the whole of that time, as affiant is informed and believes, H. M. Rice has been residing in the Territory of Minnesota, and B. W. Brisbois has resided in the town of Prairie du Chien, in the State of Wisconsin. And affiant further states that the land so claimed and occupied by him, as aforesaid, has not been surveyed since affiant resided thereon; nor has any part of the said Fort Crawford reservation been surveyed, during that time, to the knowledge of affiant. And affiant further states that, since H. L. Dousman made the affidavit hereto annexed, the said Henry H. Hall stated to affiant that H. M. Rice made out the papers conveying the lands claimed by affiant to the said Dousman and Brisbois, and took them with him to Washington city, when he went on there after the sale of said Fort Crawford reservation.

S. C. RALPH.

Subscribed and sworn to before me, this 28th day of May, A. D. [L. s.] 1858, by Samuel C. Ralph.

OLEY HULVERSEN,
Notary Public.

STATE OF IOWA, }
Clayton County. }

Micajah Foster, being first duly sworn, on oath, says that he now resides, and has for more than three years prior to the date hereof resided on the tract of land heretofore known as "the Fort Crawford military reserve," lying and being in the county of Clayton, State of Iowa; that he has never during said time been absent from said tract more than one night at any one time; that he would have known.

if there had ever been a survey made of said tract since he so as aforesaid resided there; and that there has not been since the first instructions by the Secretary of War to H. M. Rice, in the winter or spring of the year A. D. 1857, regarding the sale of said tract, any survey thereof made by said H. M. Rice, or by any one authorized by him to make a survey, or by any one else, as he verily believes. And has subscribed his name hereto.

MICAJAH FOSTER.

Taken, subscribed, and sworn to, at Clayton county, Iowa, this 31st day of May, 1858.

C. F. REMICK,

Notary Public for Clayton County, Iowa.

R. Noble, being duly sworn, stated that he has resided at McGregor since last November, but for 15 years in the county; knows the settlers on Fort Crawford reserve; knows nothing about a survey of the reserve; it might have been made without his knowledge; was not at either sale; knows nothing about the petitions, only heard of them; did not see persons getting signers to them. The first notice he heard of the second sale was in the latter part of December; heard that a notice was also given in the spring; all he knows about these charges is from hearsay.

REUBEN NOBLE.

William S. Withrow, being duly sworn, stated that his residence was on the military reserve. No survey was made at that time, as no chain was used; no map could be made correct without the use of a chain. Have lived on the reserve five years; it is my home. The first notice was short and pointed; can't tell the date of it, but think it was in May or June; second notice was but three or four days before the day of sale. I paid \$1 50 per acre, got a receipt for \$1 25. Rice said the extra 25 was to pay expenses. The settlers were dissatisfied with paying the extra twenty-five cents, as they did not expect to pay over \$1 25 per acre, as Rice said that it would be that at the time of the first sale. The extra twenty-five cents is more than it would have cost to have gone to Decora and pre-empted and paid for the land. It would not have cost each one more than \$5 to have gone to the land office. The expenses at Prairie du Chien are as much as at any place. The office was open. They had a common plat in the office. I do not know of any person paying more than \$1 50 per acre except Hardwick. Hall received the money and gave the receipts. Rice's name was on the duplicates. Hall received the duplicates from Rice and gave them to the settlers, lifting the receipts with the duplicates. Petitions were sent complaining of the extra twenty-five cents. I am acquainted with Miller, one of the men who presented the memorial that the settlers were satisfied. Did not see him—was absent. Those that I talked to said that they were afraid that they would lose their lands, as Miller and Warner said that there were speculators in Washington trying to have the land sold again to the highest bidder, and they thought they had best sign the

memorial, as it made matters no worse for them. Miller is respected much at home; he owns a lot, I think; he is interested to have the matter quieted. In May Mr. Rice told the settlers that he would do all he could to have their lands brought in at \$1 25 per acre, and they should have ample time and notice when he would be down to give them duplicates of the land. A few had money to pay \$1 25 per acre, but it was harder for them to pay the extra twenty-five cents than the price they expected to pay. The settlers felt certain that they would have to pay but \$1 25 per acre, and, from Rice's representations, thought they would have at least six weeks' notice; they knew nothing of the extra twenty-five cents until the day of sale. A few paid before the day of sale. Mr. Brisbois told Hall that Rice's instructions were that the settlers should pay twenty-five cents per acre extra for expenses. Town plats can be bought for fifty cents at Dubuque. Settlers expect at least six weeks; the notice was but three or four days.

WILLIAM S. WITHROW.

Buel E. Hutchinson, being duly sworn, says:

I have resided at Prairie du Chien for nearly ten years; I am acquainted with all the settlers upon the portion of the reserve on the Wisconsin river, and with a number on the Iowa side; understood a survey was made by H. H. Hall; or an examination to ascertain the residence of the various settlers; I was at the first sale, in May; when any tract was offered for sale, if a settler indicated his claim, it was withdrawn; Mr. Rice stated that these would be sold to settlers at some future time, of which notice should be given; this seemed to be generally understood; I did not hear any one authorized state at what price these lands would be sold, but it was understood that it would be for \$1 25 per acre; for the second sale public notice, for a few days, was given; the settlers were all there; the salesroom was open to all, and others besides settlers were present; saw there the map made by Brunson or Hall, like a land office map, with subdivisions indicated; did not see any hanging up; settlers paid \$1 50 per acre—this was publicly known; the extra twenty-five cents per acre was said to be to cover incidental expenses; heard some complain that they were taken by surprise, and were not prepared to pay it; the land was worth all they paid for it; knows nothing of any charge being made beyond that sum; there was not much conflict; I saw nothing exceptionable in the manner of conducting the sale; disputed cases were to be postponed, Mr. Rice declaring he could not decide between adverse claimants, and he said these must be referred to the Secretary of War; Hall and Styles received the money and receipted for it, and Mr. Rice signed the certificates of purchase; could not say that Hall's receipt stated the whole amount paid, but understood that they were all for \$1 25 per acre; I offered the application of Mr. Wadsworth to Mr. Rice, and he directed me to send it to the Secretary of War; I sent such an application, with affidavits of settlers as to fact of residence, for Samuel G. Ralph to the Secretary of War, accompanied by a letter of inquiry as to right of pre-emption; this I mailed a day or two after the sale, but never received any answer to this application;

Hall showed a map at the sale; I never saw any of the petitions spoken of. I heard of the sale three or four days before it occurred; I heard no dissent to the course of Mr. Rice, except in cases of adverse claims; both parties to these could not be expected to be satisfied, and it was also understood that these were left for the action of the War Department, as at the time stated by Mr. Rice.

BUEL E. HUTCHINSON.

H. S. Granger, being duly sworn, stated that he has resided at McGregor, Iowa, for a year; knows most of the settlers; don't know that a survey of the land was made; it might have been done without his knowledge; can't say what notice was given of the sale; think the attendance was pretty general; complaints were made for want of time, especially to receive the extra twenty-five cents per acre. The settlers say they were required to pay one dollar and fifty cents per acre. In May, the settlers were generally content, though some complained. At the time of sale, there was a general complaint; knew nothing of the petitions which have been referred to, except from hearsay.

H. S. GRANGER.

June 5, 1858.

B. F. Spalding, being duly sworn, states:

That he is a citizen of Giard, Clayton county, Iowa; knows most of the settlers on the Fort Crawford reserve; was present at the second sale, and at part of the first; knows nothing personally about any survey being made of the reserve; was deputy county assessor; had occasion to examine and inquire in relation to the lines; also had a purchase on the reserve, and wanted to find the lines, but was told by the settlers that there were no lines but the section lines, and that they could not tell anything about the lines of their lands; was in the room when the sale was going on; saw in the hands of several settlers maps, (a common township map, to be had at the land office for fifty cents,) upon which they had their claims marked out; paid the money for three of the settlers, which was \$1 50 per acre; no explanation was made about the twenty-five cents overcharged; paid the money to H. H. Hall, as agent for H. M. Rice; saw one receipt signed by Brunson, the others by Hall; the certificates for duplicate had H. M. Rice's name on them; the receipts were for \$1 25 per acre; complaints were made by citizens, as they had been informed by a letter from Hon T. Davis to Dr. Scott that the War Department had said that the settlers should have their claims at \$1 25 per acre, and also talked of taking the agency from Mr. Rice, and placing it in the land office, and giving the settlers a chance to pay for it, and the price paid was considered an extortion. Notice of first sale was rather short; don't know that there was any notice of second sale given; witness filed affidavit of sixteen settlers in relation to a petition which complained about the extra twenty-five cents; also affidavits of A. Hillis and Guy Winsley and A. Dickinson, and a receipt by Brunson for \$50 for forty acres of land, upon which there were memorandum of H. H. Hall. The letter from Davis to Dr. Scott was exhibited at

Prairie du Chien at the time of sale; called upon Hall with Mr. A. Hillis' receipt, and demanded his certificate for duplicate, and offered to pay one dollar, but was told by Hall I could not have it without I paid six dollars; Hall sat in the office; did all of the business; receipted for the money, and was considered Mr. Rice's agent. I presented one receipt for fifty dollars on forty acres of land, and had to pay ten dollars more, which was put on the same receipt; I asked no questions about the extra twenty-five cents; I do not know that more than \$1 50 was paid by any purchaser; saw no plats, except in the hands of settlers, such as they bought at the land office for fifty cents each; Hall & Brunson were partners in business, as I have been informed; don't know if Hall held Hillis' certificate as collateral; Hillis paid the money before Mr. Rice arrived; don't know if Mr. Rice instructed Hall to retain the duplicate till the money claimed by Hall was paid.

B. F. SPAULDING.

STATE OF IOWA, }
Clayton County. }

Micajah Foster, being duly sworn, states that he is one of the settlers on what is known as the Fort Crawford military reserve, in the county and State aforesaid; that at the sale of said reserve, made by H. M. Rice, at Prairie du Chien, in the State of Wisconsin, on or about the 28th day of December, 1857, he purchased one hundred and twenty acres of land, included in and belonging to said reserve; that he paid to Henry H. Hall, agent of the said H. M. Rice, one dollar and a half per acre for said land, so purchased as aforesaid; that afterwards, to wit, on or about the 15th day of May, A. D. 1858, Frederick Miller and Theodore Warner came to affiant at his house on said reserve, with a petition from the settlers on said reserve and purchasers thereof to the Secretary of War, setting forth that they (the purchasers of the lands embraced in said reserve) had learned that an effort was being made to have the sale of said lands set aside and annulled, and praying that the title of said purchasers might be confirmed, as they were satisfied with their purchase and the proceedings of H. M. Rice in connexion with the sale of said reserve; that, at the time the said Frederick Miller presented said petition to affiant, he stated to affiant that the Secretary of War had, before the sale of said lands, ordered the said H. M. Rice to charge the purchasers thereof a quarter of a dollar more on each acre thereof than the regular government price of one dollar and twenty-five cents per acre, and that the effort to set aside and annul the sale of said lands, made as aforesaid by H. M. Rice, was being made by speculators; that, being influenced by the representations and statements of the said Frederick Miller as aforesaid, affiant was induced to and did subscribe his name to said petition, believing at the time that the extra charge of twenty-five cents on each acre of land, sold as aforesaid by H. M. Rice, was authorized by the Secretary of War; and also fearing that, unless said petition was presented to the Secretary of War, the sale of said reserve would be set aside and annulled, and, in consequence thereof, affiant would be deprived of his home and improvements; that, not-

withstanding affiant signed said petition at the instance of said Miller, he would not have done so had he not been put in fear by the statements of said Miller. And affiant further states that he is not satisfied with the proceedings of H. M. Rice in connexion with said sale, notwithstanding said petition, nor with the extra charge of twenty-five cents on each acre of land sold, as made by the said Hall, agent of said Rice.

MICAJAH FOSTER.

Subscribed and sworn to, before me, this 26th day of May, A. D. 1858.

RODNEY HURLBUT,
Notary Public.

STATE OF IOWA, }
Clayton County. }

This is to certify that the statement and representations alleged in the foregoing affidavit to have been made by Frederick Miller to Micajah Foster were made in substance to each of the undersigned settlers on the Fort Crawford reserve by the said Frederick Miller, on or about the 15th day of May, 1858, for the purpose of inducing us to subscribe our names to the petition referred to, and the substance of which is set forth in the foregoing affidavit of Micajah Foster, and that the same statements were made in the presence of Theodore Warner, who came to us with the said Frederick Miller; and we further state that, in consequence of the statements of the said Frederick Miller, so made to us, that we were induced to subscribe our names to said petition; and that, had it not been for the statements of the said Frederick Miller, so made to us, we would not have subscribed our names to said petition; and that we subscribed said petition, thinking that, if we refused to do so, we would lose the lands which we had severally purchased of the said H. M. Rice, together with the improvements thereon.

M. M. JENNINGS.

his

JOHN X KNAPP.

mark.

Subscribed by M. M. Jennings and John Knapp this 28th day of May, 1858, and sworn to.

RODNEY HURLBUT,
Notary Public.

STATE OF IOWA, }
Clayton County, } ss.

This is to certify that the statements and representations, alleged in the first and foregoing affidavits to have been made by Frederick Miller to Micajah Foster, were made in substance to each of the undersigned, settlers on the Fort Crawford reserve, by the said Frederick Miller, on or about the 15th day of May, 1858, for the purpose of inducing us to subscribe our names to the petition referred to, and the substance of which is set forth in the foregoing affidavit of Micajah Foster; and we further state that, in consequence of the statements of the said Frederick Miller, so made to us, we were induced to subscribe our names to said petition; and that, had it not been for the statements

of the said Frederick Miller, so made to us, we would not have subscribed our names to said petition; and that we subscribed said petition, thinking that, if we refused to do so, we would lose the lands which we had severally purchased of the said H. M. Rice, together with the improvements thereon.

Isaac Knapp,
John D. Lawson,
Simon Lawson,
John Lawson, jr.,
J. H. Wilson,
Daniel C. Withrow,
Samuel S. Phillips,

Guy Kinsley,
Abner Dickinson,
P. Sandganger,
Christian Vaupel,
Matty Kelly,
Joseph Hillard.

Subscribed and sworn to, by the above, the 29th day of May, A. D. 1858.

B. F. SPAULDING,
Notary Public of Clayton County, Iowa.

STATE OF IOWA, }
Clayton county, } ss.

Guy Kinsley and Almer Dickinson, being duly sworn, say that they are residents of Fort Crawford reserve, and were at the time Henry H. Hall came on to said reserve for the purpose of obtaining the names of the actual settlers on said reserve, the amount of their claims, and the numbers of the same, and that the said Henry H. Hall brought a surveyor's compass but no chain; and that he did not survey any land on said reserve at that time; neither has he since; and that there has been no surveying done on said reserve, except, what has been done in some instances by settlers; and that the said Henry H. Hall did not use his compass only in one or two instances on said reserve.

GUY KINSLEY,
ALMER DICKINSON.

[L. S.] Subscribed and sworn to, by the above, the twenty-ninth day May, A. D. 1858.

B. F. SPAULDING,
Notary Public of Clayton County, Iowa.

STATE OF IOWA, }
Clayton County, } ss.

Alexander Hillis, a resident of the State and county aforesaid, deposes and says, that on the twenty-sixth day of December, A. D. 1857, he did pay to Ira B. Brunson the sum of fifty dollars for the purpose of paying for forty acres of land which he claimed on the Fort Crawford reserve, and was told by Henry H. Hall and the above named Brunson that that was the amount he would have to pay for said land, but that the said Henry H. Hall could not give him a certificate for a duplicate until Mr. H. M. Rice came to Prairie du Chien. And affiant further says that on the 1st day of January, A. D. 1858, he did go to Prairie du Chien for his certificate, when he was told by H. H. Hall that he would have to pay fifteen dollars more, or he could

not have his certificate, but, not having but ten dollars, he paid the same to the said Henry H. Hall, and the said Henry H. Hall did write on his receipt that when the said affiant did pay the further sum of five dollars. And the affiant further says that, being without money to pay his bill or recross the river, the said Henry H. Hall did lend him one dollar, and entered on his receipt that there was still six dollars due on the same.

ALEXANDER HILLIS.

[L. S.] The within affidavit subscribed and sworn to, this twenty-ninth day May, A. D. 1858.

B. F. SPAULDING,
Notary Public of Clayton County, Iowa.

Mr. Hillis is to pay me five dollars on this and receive his certificate of entry.

H. H. HALL.

Received, December 26, 1857, of Alexander Hillis, fifty dollars, for the purpose of paying for his land on the reserve, forty acres.

JNO. B. BROWN.

I have loaned Hillis one dollar, and he now owes me six dollars.
HALL.

Samuel C. Ralph, being duly sworn, states that he resides on the military reserve; has resided where he now does since October, 1856; has been three years on the reserve; was a pre-emptioner; did not secure a lot. Mr. Rice told him the lot he occupied was claimed by Mr. H. L. Dousman, and if there was any dispute about it he would refer it to the War Department, and not sell it. His lot was not surveyed, to the best of his knowledge, since he has been on it. Was at sale in December; saw there a map; the residence of each settler was not marked upon it. At first sale called for the map, and Mr. Rice handed it to him. The quarter quarter sections were not designated; it was a township map. Neighbors' names were not on it. Hall asked him, at December sale, if he was ready to pay, and answered he was. Hall said Dousman claimed it. The first notice was given in May, when we were warned to be in readiness, with our proof and money. Mr. Rice said he would give due notice of the second sale, and \$1 25 would be the price, or he would do all he could to have that price fixed. No particular time was fixed then for the second sale. Went on claim by consent of Graves, who had it before; was to pay him \$100 for it; never relinquished; don't know where Graves is; ready to pay his demand, but have not paid. Dousman claims under a deed from Graves. Dousman did not tell him to go on the claim; Dousman did not show Graves' receipt. This land was not sold in May. Graves had left it two weeks when I went in. Rice referred him to Dousman, who alone could settle it. Claimed 200 acres; was willing to take 80 acres. Employed a lawyer to send

my case to War Department; have not heard from it. Dousman sued me for cutting off the timber.

S. C. RALPH.

Alexander McGregor, being duly sworn, states that he had resided at McGregor for about twelve years past, and about ten years previously at Prairie du Chien; knows the majority of the settlers in the military reserve by sight or name; knows nothing about the survey being made of the land; don't think it could be made without my knowing it, as I was part owner of a tract called Bazill Giard claim, No. 1. This said land was adjoining the said Fort Crawford reservation on the south, and extended from the river west six miles, and all timbered land, and no evidence of any survey was found during the entire line. I was frequently on the reserve, and, hunting for lines and corners, saw nothing to indicate a new survey, and have inquired of many of the settlers, and they all responded there was none made by H. Hall, or any other person, during the year 1857.

I was at the sale a part of the time, in December, when the settlers paid the \$1 50 per acre, and the receipts given to them was for \$1 25. They were notified in the first place that the price per acre would be \$1 25, and after H. M. Rice and they were again notified by H. H. Hall that an additional 25 cents must be paid or they could not enter their land. No explanation was made to me why the extra 25 cents was taken by either H. H. Hall or H. M. Rice at that time. Hall was acting as the agent of H. M. Rice, and so reported. Notice of sale was given about two days previous to the time fixed for the day of sale. Some two or three days had passed off before he arrived. There were some maps exhibited in the office, township plats made out very roughly, and some of the occupants' names were on, and others left off—S. C. Ralph and Solomon Wordsworth, those were actual settlers.

Wordsworth, I knew of his being a *bona fide* settler for at least four years, and has continued to reside thereon until the present time, and has made improvements on fractional lots 1, 2, and 3, in section No. 15, T. 95 N., R. 3 west, and has had an uninterrupted possession of said lots ever since. Wordsworth was refused the privilege of entering his land, as he said, and I was present with Wordsworth, Ralph, Oley Nelson, D. C. Vansickle, and Birch E. Hutchinson, when Mr. Hutchinson made an application to Hon. H. M. Rice for Solomon Wordsworth for the fractional lots 1, 2, and 3, in section 15, T. 95 N., R. 3 west, and Mr. Rice stated where there were conflicting claimants they would be referred to the War Department, and handed back the application to Mr. Hutchinson. I did not apply to Hall to purchase Wordsworth's assignment; did not know Wordsworth had assigned, and that application was forwarded to the War Department, as I was informed and believe.

Mr. Hutchinson made out an application for R. C. Ralph and forwarded to the War Department, and said he had written two letters and could not get any answer.

There was a general dissatisfaction at that time by the actual settlers as to the short notice, and the extra 25 cents per acre that was

extorted from each of them, and the excessive high rates of interest they had to pay ; and some of the settlers that resided on their claim and found it marked to others residing out of the State, and have not resided in the State of Iowa for the last twenty years to my certain knowledge, and that is Hercules L. Dousman and B. W. Brisbois; they have resided for over twenty years at Prairie du Chien, Wisconsin.

ALEXANDER MCGREGOR.

Mr. Rice presented the following statement, letters, and petition of the settlers of Fort Crawford reserve :

SENATE CHAMBER, *June 8, 1858.*

SIR: From my long residence at Prairie du Chien and at Fort Atkinson, and my intimate acquaintance with the circumstances of the settlement of the Fort Crawford reservation in Iowa, together with the numerous appeals I had received from the settlers thereon to secure or aid them in securing titles to their claims, I was last April induced to accept an appointment from the War Department as special agent to sell the said reservation. While disclaiming all intention of doing injustice to the government, I am free to confess that my only object in accepting the appointment was to aid the men who had in good faith made their homes upon this land. I had no pecuniary interest in any part thereof. The sale in May, 1857, was, after due notice, conducted in a fair and open manner ; over 300 persons were present ; and I then and there informed all interested that I could not, under my instructions, sell any land claimed by actual settlers, and none claimed by them was sold. At that time I notified the settlers that I would do all in my power to procure their claims at the lowest price, and that they must have their money ready at any time to pay for the same, that I might receive instructions to sell within six weeks, and that, if so, I would give them ample notice so that they might be present. I recommended that they should have the land at \$1 25 per acre, but as they would be saved all the expenses usually incurred by entry under the pre-emption laws, that they should pay the expenses of the sale. During the summer I was in constant correspondence with the settlers. I did not, until late in December last, receive instructions to sell, and in these instructions I was directed to sell, as I had recommended, at \$1 25 per acre. I could put no other interpretation upon the instructions than that I should charge \$1 25 per acre, and an amount sufficient to cover the expenses, which, after carefully making an estimate, I put at 25 cents per acre. I so informed the claimants and they all appeared satisfied. I did cause a survey to be made. I did know the name of each claimant, the date of his settlement, the amount of his improvement, and the quality of the soil. Every settler was on the ground himself or he was represented there. I did send an express to inform them of the time I would meet them ; I did employ a large force to aid in making out their papers ; I did pay all clerical and notarial fees, all expenses of

survey, making maps, &c. ; I did not sell any land which I supposed to be in contest ; I did not show any favoritism, but labored day and night to aid the claimants ; I had no other object in view ; I reported all the facts to the Secretary of War, stating that I had charged \$1.00 per acre for the land. I have thus given a brief sketch of the transaction, knowing that my conduct will meet the approval of all honest men who are conversant with the facts, and of my own conscience.

With great respect, your obedient servant,

H. M. RICE.

Hon. JEFF'N DAVIS,

Chairman Committee on Military Affairs.

HOUSE OF REPRESENTATIVES,
Washington, June 5, 1858.

SIR: In compliance with your verbal request that I would state to you the usual expenses attending the entry of land by pre-emption where the distance to be travelled to reach the land office is from 60 to 100 miles, I reply that the necessary expenses would vary from \$25 to \$100 in each case—many cases of contesting pre-emptions costing each party from \$200 to \$500. In this I do not estimate for time lost, which included would make the aggregate expenses from \$30, the lowest, to \$75, the highest, in each *uncontested* case. Assuming that each pre-emptor takes 160 acres, (and many pre-empt 40, 80, or 120 acres,) the usual necessary expenses of pre-empting add from 19 to 46 cents each acre to the cost of the land when pre-empted.

I have been for over three years register of a land office ; when the entries were made almost exclusively by pre-emption, and have made this estimate by taking into the account only such expenses as are necessary in going to and from the land office, with witnesses, etc., to prove up and pay for land under existing pre-emption laws.

It may not be improper to add that whenever parties can secure land *subject to pre-emption*, and not lose the right of pre-emption, it is regarded at the west as a most valuable privilege ; and Sioux half-breed scrip, inasmuch as it is locatable upon land subject to pre-emption, has a market value largely beyond land warrants, which can only be located by the pre-emptor, he thereby losing such right, or on land subject to private entry ; and while land warrants sell for 90 cents per acre, half-breed scrip, when title can be obtained at once, command a price varying from \$2 to \$5 per acre.

Very respectfully, your obedient servant,

W. W. PHELPS.

Hon. HENRY M. RICE.

BALTIMORE, *June 3, 1858.*

MY DEAR SIR: I came as far as here in company with Mr. Richardson. In conversation with him along the way, he mentioned to me that McGregor was going to use against you an affidavit which I filed in Clayton county some time since against a man named Ralph who was

cutting wood on land belonging to Upper Ferry property. I swore that Brisbois, yourself, and myself were the owners. This had reference solely and exclusively to the land which I entered, and has been owned by us as the Ferry property for the last fifteen years. I gave the patents to my lawyer to write the affidavit from. Mr. Hall knows that Ralph cut nearly all the timber on these fractions, and he told Mr. Hall that McGregor & Brown had told him (Ralph) to cut away, and that they would see him clear. Mr. Brisbois owns the land adjoining, and on which Ralph has squatted, but in this you have no interest of course. Mr. Brisbois was absent when I made the affidavit, and I may have sworn that Mr. Brisbois' land was trespassed on with our own, but I am certain I never mentioned your name as any way interested, except as part owner of the fractions, which I entered before the reserve was made. I write this in a great hurry, as the cars leave in a few moments, and only do so in case McGregor should want to implicate you as in any way concerned in the land you sold on the reserve last fall. I regret that I am compelled to leave for home, but Hall, Brunson, and Brisbois can put down any lie that may be started against you.

Your friend,

H. L. DOUSMAN.

WASHINGTON CITY, D. C., *May* 18, 1855.

The undersigned, citizens of Iowa, purchasers of portions of the Fort Crawford reservation, lately sold by your department, through the Hon. H. M. Rice, agent, would respectfully represent that we are extremely desirous of having our title to the land so purchased by us perfected, and set at rest; and learning that an effort is being made to set aside the sale, we pray that it may be approved and confirmed, without further delay and agitation, as the same meets our entire approbation.

Frederick J. Miller,
M. M. Jennings,
Simeon Young,
John D. Lawson,
John Lawson, jr.,
Benjamin Contal,
D. H. Wilson,
A. Dickinson,
Thomas P. Hardwick,
Guy Kinsley,
Nelson Knapp,
John Sawrel,
Timothy O'Kelly,
Patrick Kelly,
Martin Barry,
David Richeven,
John B. Sypher,
Samuel Withrow,
William S. Withrow,
Orsanus Canfield,
James Cummens,
Hiram Francis,
Theodore Warner,

Edward Dickins,
Isaac Knapp,
John Hamilton,
John Knapp,
Simeon Lawson,
Henry Jewell,
Samuel S. Phillips,
Henry Leary,
John Shipworth,
B. A. Kinsley,
Joachim Kotts,
Christian Vaupel,
Joseph M. Corbel,
Patrick Geraghty,
Anthony Nolan,
P. Sandganger,
D. C. Withrow,
William Cummens,
Thomas Hamilton,
Micajah Foster,
Thomas Omesly,
Thomas Bohen.

Hon. JOHN B. FLOYD,
Secretary of War.